

**BEFORE THE INDIANA CIVIL RIGHTS COMMISSION
319 State Office Building
Indianapolis, Indiana**

STATE OF INDIANA)
COUNTY OF MARION)

MS. ROBERTA. CORD
Complainant,

DOCKET NO. 06874

vs.

SWITZERLAND COUNTY SCHOOL CORPORATION
Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

On April 11, 1975, the Complainant filed a complaint, Docket Number 06874, alleging that her reassignment by Switzerland County School Corporation ("The School") was unlawful discrimination prohibited by the Indiana Civil Rights Law. No Probable Cause was found on August 5, 1975. On October 9, 1975 Commissioner Loren O. Blaase heard an appeal of that finding pursuant to Rule 3.2)D), Ind. Admin. R. and Reg. § (22-9-1-6)-13(D) and directed that further investigation be conducted. After such investigation was conducted, Commissioner Blaase reversed the finding of No Probable Cause to Probable Cause on December 19, 1975. On March 12, 1976, Complainant filed a second complaint, Docket Number 07671, alleging that the school was instituting proceedings to terminate her employment because she had filed the previously mentioned complaint. The parties agreed to hold a hearing on March 24, 1976, waiving all the prerequisites to the hearing, including notices, investigation, finding of probable cause, conciliation attempts, and all other procedural prerequisites. This agreement is recorded in a stipulation filed March 24, 1976. The hearing was held before Hearing Officer William E. Marsh, who was appointed pursuant to IC 22-9-1-6(j) (2). The Complainant was present at this hearing and was represented by Mr. George A. Leininger, Jr., Esq. Respondent was represented by Mr. Ted R. Todd, Esq., and Mr. Ronald J. Hocker, Esq. Respondent was also present by its superintendent, Mr. H. William Hall and the President of the School Board, Mr. Leroy Brammer.

After this hearing, the hearing officer entered his recommended findings of fact, conclusions of law and order on March 26, 1976, which in sum, found that the reassignment complained of in Docket Number 06874 was not unlawfully discriminatory but that the institution of proceedings to terminate the Complainant from her employment was unlawful in that its cause was the filing of that complaint. On April 5 1976, Respondent filed its Objections to the Recommendations pursuant to IC 4-22-1-12 and Ind. Admin. R. and Reg. § (22-9-1-6)-35(B) (1976). A hearing on the objections was held on April 22, 1976. Appearing for Respondent were Mr. Hocker and Mr. Todd. Appearing for Complainant was Mr. Leininger. Having duly considered the record and arguments of the parties, the Commission hereby enters the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. Ms. Roberta Cord has been employed by the Respondent since 1961 and is a tenured teacher under Indiana law. She was first employed as an elementary teacher, then as the principal of Jefferson-Craig Elementary School, the largest elementary school in the Respondent's system. From 1970 to 1975, Complainant was the elementary curriculum coordinator and the director of federal programs.
2. On February 27, 1975, the Complainant attended, at the request of the school superintendent, a private meeting with the superintendent, the Board of Education (hereinafter "the Board") and attorney for the school cooperation. At this meeting, Superintendent Hall asked the Complainant to resign her position as curriculum coordinator and request a reassignment to a position as classroom teacher and acting principal at Florence elementary School. Complainant declined Mr. Hall's request.

3. On March 10, 1975, Superintendent Hall recommended to the Board that the Complainant be transferred from her job as curriculum coordinator to the position at Florence Elementary School. The Board approved this reassignment. It is this decision, which Complainant contends was discrimination based upon sex in the complaint docketed as No. 06874.
4. In order for the Switzerland County School Corporation to efficiently serve its students, the curriculum coordinator must, among other things, work closely and frequently with the principal of each of the elementary schools in the system.
5. Mr. Ralph Van Hoosier was the principal of the Jefferson-Craig Elementary School.
6. Complainant and Mr. Van Hoosier were in almost continuous conflict. The conflict was so complete that it could be said there was no working relationship between them.
7. Superintendent Hall's recommendation to the Board to reassign Complainant was based in its entirety upon Complainant's inability to establish a working relationship with Mr. Van Hoosier. It was not based, in any part, upon sex.
8. On March 2, 1976, Superintendent Hall advised Complainant by letter that the Board would consider the cancellation of Complainant's contract and tenure status at a special meeting on April 5, 1976. This letter stated as reasons for cancellation insubordination, non-cooperative attitude and other just causes.
9. The only evidence introduced at the hearing related to reasons for cancellation of Complainant's contract and tenure had to do with complaints of parents of students at Florence Elementary School.
10. Superintendent Hall and Mr. Denver Coy (a member of the Board) met with a group of parents on September 25, 1975 to discuss their complaints.
11. Superintendent Hall sent Complainant a letter citing the results of that meeting. The notice scheduling the hearing concerning whether Complainant's employment and tenure status would be terminated was not sent until March 2, 1976.
12. Neither Superintendent Hall, nor Board Member Coy, nor any other member of the Board conducted any investigation to ascertain whether there was any basis

in fact for the complaints raised by the parents. Neither visited the classroom of the Complainant, not did either personally contact the Complainant to discuss or to seek resolution of the complaints. No evidence was offered by the Respondent to show that there was any basis for these complaints. Indeed, Superintendent Hall testified that he never questioned the competence of the Complainant. A Miss Marilyn Devers, the secretary of Florence Elementary School, testified that she had observed the Complainant as teacher and acting principal on a daily basis, and had observed no unusual problems or complaints. She testified that the Complainant worked very hard and “handles it very well”. Ms. Devers also testified that neither Superintendent Hall nor any member of the Board of Education had ever observed the Complainant perform her job.

13. In sum, The Board had no evidence other than the complaints of various parents, complaints which it did not investigate to determine whether there was any basis for them, upon which to base a decision to pursue the termination of Complainant’s contract.

CONCLUSIONS OF LAW

1. The Respondent is an “employer” as that term is defined in IC 22-9-1-6(h).
2. The Respondent is a school corporation under Indiana Law, and thus is a “person” as that term is defined in IC 22-9-1-3(a).
3. The Complainant’s reassignment was based on education related reasons and not on her sex, and therefore, the reassignment did not constitute an unlawful discriminatory practice as defined in IC 22-9-1-3(1).
4. The absence of any plausible reason for scheduling a tenured hearing with regard to Complainant’s termination justifies an inference that the contemplated hearing was scheduled because Complainant filed a complaint with the Indiana Civil Rights Commission. IC 22-9-1-6(i) authorizes the Commission to prevent

any person from discharging...any other person because he filed a complaint. This section of the Indiana Civil Rights Law states both a power and a duty, and allows and requires the Commission to enter an order precluding the school from holding the contemplated hearing regarding the termination of the Complainant's employment and tenure status.

ORDER

1. The complaint, docketed number 06874, charging a sexually discriminatory reassignment, is hereby dismissed.
2. Respondent is ordered to cease and desist from taking any action directed towards holding a tenure hearing to consider the cancellation of the contract and tenure status of Complainant based on conduct prior to March 26, 1976
3. Nothing in the Indiana Civil Rights Law, IC 22-9-1-1 *et. seq.*, specifically authorizes the Commission to award attorney's fees to a prevailing party.
4. The hearing officer did recommend that Complainant receive attorney's fees with respect to her claim of retaliation, a claim upon which she prevailed. Conversely, the hearing officer did not recommend that Respondent receive attorney's fees with respect to the claim of sex discrimination, a claim upon which it prevailed. In the absence of an explanation for such a distinction, the Commission will not award attorney's fees to either party.

Signed: March 18, 1977